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CODDINGTON  
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5 **ATTORNEYS FOR Defendant**  
 6 **TRUCK INSURANCE EXCHANGE**

NOV 06 2007  
 450  
 CAL  
 INIT  
 Ct. C  
 C07-4005 EMC

7 **IN THE UNITED STATES DISTRICT COURT**  
 8 **NORTHERN DISTRICT OF CALIFORNIA**

9 CHRISTINE CHANG, individually and as  
 10 Guardian ad Litem for ERIC SUN,  
 disabled,

Case No.

11 Plaintiff.

**STIPULATION TO SET ASIDE  
 DEFAULT AND ORDER  
 (FRCP 55(c))**

12 vs.  
 13 ROCKRIDGE MANOR CONDOMINIUM,  
 14 ROCKRIDGE MANOR HOMEOWNERS  
 15 ASSO; ROCKRIDE MANOR BOARD OF  
 16 DIRECTORS; ROCKRIDGE MANOR  
 17 PRESIDENT OF BOARD OF DIRECTORS  
 CHARLES BLAKENEY; ROCKRIDGE  
 MANOR MANAGER EVA AMMANN;  
 TRUCK INSURANCE EXCHANGE; AND  
 DOES 1-30, inclusive,  
 JOINDER

18 UNIVERSITY OF CALIFORNIA  
 19 BERKELEY; UC BERKELEY  
 20 CHANELLOR ROBERT BIRGENEAU;  
 UC BERKELEY PUBLIC RECORDS  
 21 COORDINATOR ALAN KOLLING; UC  
 BERKELEY GENERAL COUNSEL  
 22 SUSAN VON SEEBURG; UC BERKELEY  
 POLICE DEPARTMENT CHIEF  
 23 VICTORIA HARRISON; UC BERKELEY  
 POLICE DEPARTMENT LIEUTENANT  
 24 ADAN TEJADA; UC BERKELEY POLICE  
 DEPARTMENT MANAGER TOM KLATT;  
 UC BERKELEY POLICE DEPARTMENT  
 DISPATCHER CONSTANCE PEPPERS  
 25 CELAYA; and DOES 31-60, inclusive,  
 JOINDER

26 PAMELA LIMBA, ATTORNEY AT LAW;  
 27 ALBERT COOMBES, ATTORNEY AT  
 LAW; and DOES 61-90, inclusive,

28 Defendants.

1 COME NOW plaintiff CHRISTINE CHANG individually and as Guardian ad Litem for ERIC  
 2 SUN and defendant TRUCK INSURANCE EXCHANGE ("Truck") who recite the following in  
 3 support of their stipulation to set aside the default against Truck:

4 WHEREAS plaintiff's service of the complaint on September 7, 2007 was defective because  
 5 plaintiff failed to serve an authorized agent for receipt of service of process on Truck;

6 WHEREAS plaintiff filed a motion for default as to defendant Truck on October 5, 2007 based  
 7 upon that defective service of process;

8 WHEREAS plaintiff and defendant Truck agree to set aside the default against Truck in order  
 9 that plaintiff may properly serve an authorized agent for receipt of service of process on Truck and  
 10 Truck may respond to the complaint;

11 IT IS HEREBY STIPULATED BY AND BETWEEN THE PARTIES HERETO, by and  
 12 through their respective counsel, that the Court pursuant to Rule 55(c) of the Federal Rules of Civil  
 13 Procedure will set aside the Default entered by the clerk on October 9, 2007.

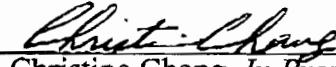
15 Dated: November 2, 2007

CODDINGTON, HICKS & DANFORTH

17 By: 

Lee J. Danforth  
 Attorneys for Defendant  
 Truck Insurance Exchange

20 Dated: Nov 3, 2007

  
 Christine Chang, *In Propria Persona*

23 **ORDER**

24 It is hereby ordered that pursuant to Rule 55(c) of the Federal Rules of Civil Procedure the  
 25 default entered by the clerk against Truck Insurance Exchange on October 9, 2007 will be set aside.

27 Dated: November 13, 2007

**JUDGE OF THE SUPERIOR COURT**

EDWARD M. CHEN  
 2 UNITED STATES MAGISTRATE JUDGE

Stipulation to Set Aside Default and Order  
 Case No. C07-4005 EMC